

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

NAUTILUS INSURANCE COMPANY,

Plaintiff,

v.

KEAVE W. BAYES, CRAIG
RUTLAND, and
KENNETH DARRELL ANDREWS,

Defendants.

1:22-CV-64

FINAL DECLARATORY JUDGMENT

IT IS ORDERED AND ADJUDGED that pursuant to the Court's Order entered March 15, 2023, Plaintiff Nautilus Insurance Company's motion for summary judgment is **GRANTED** and Defendant Keave W. Bayes's motion for summary judgment is **DENIED**.

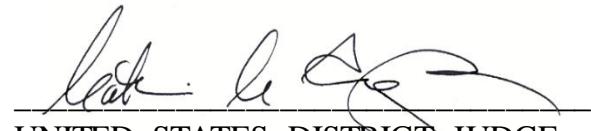
The Court declares and adjudges that:

1. The Exclusion - Injury to Employees, Contractors, Volunteers And Other Workers endorsement (L205) which was included in the commercial line policy issued to Craig Rutland, policy number NN864113, excludes coverage under the policy for the injuries suffered by Keave W. Bayes on February 14, 2018;
2. Because the commercial line policy issued to Craig Rutland does not provide coverage for the injuries suffered by Keave W. Bayes, Nautilus has no duty to indemnify Craig Rutland or Kenneth Darrell Andrews for the judgment entered against them in the Underlying Lawsuit, styled *Keave W. Bayes v. Kenneth*

Darrell Andrews, Carolina Forest Products, Inc. and Craig Rutland, No. 20-CVS-1358 (Johnston County Superior Court, filed April 23, 2020).

3. Keave W. Bayes' counterclaims are **DISMISSED** with prejudice for the reasons stated in the summary judgment order and the order on plaintiff's motion for judgment on the pleadings.
4. This constitutes the final judgment, all issues in the case are resolved, and the Clerk shall terminate the case.

This 23rd day of March, 2023.



UNITED STATES DISTRICT JUDGE